

**LARAMIE COUNTY
NOTICE TO PROCEED**

May 18, 2018

JTL Group, Inc. dba Knife River
Attn: Joseph D. Wiesen
PO Box 20150
Cheyenne, WY 82003

Dear Mr. Wiesen:

You are hereby authorized to proceed on this date, May 21, 2018, with the construction of Iron Mountain Road Paving and Widening, as set forth in the Contract Documents.

LARAMIE COUNTY

By: K. M. Buck Holmes
Title: Chair Laramie Co. Commission

The Contractor is required to return an acknowledged copy of this Notice to Laramie County Public Works Department.

Acknowledged:

Knife River
Contractor
By: [Signature]
Title: President
Date: 5/22/18

RECEIVED AND APPROVED AS
TO BE DONE BY THE
LARAMIE COUNTY ATTORNEY

[Signature]

PART V AGREEMENT

THIS AGREEMENT is dated this 14 day of May, 2018, by and between Laramie County (hereinafter called Owner) and JTL Group, Inc. dba Knife River, (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project for which the Work under the Contract Documents is generally described is as follows:

Iron Mountain Road Paving and Widening

Article 2. ENGINEER

BenchMark Engineers, P.C.
1920 Thomes Avenue, Suite 200
Cheyenne, WY 82001
(307) 634-9064

hereinafter called Engineer, will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment in accordance with the General Conditions by September 28, 2018.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay Owner an amount based on the original contract amount as specified in the Supplemental Conditions, Section 3, for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is Substantially complete.

Article 4. CONTRACT PRICE

Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents, the prices bid for the unit or lump sum items as set forth in the conformed copy of the Proposal Schedule hereto attached, which prices shall conform to those in the accepted Contractor's Proposal on file in the office of the Owner. Monthly and final payment shall be made as provided in the General Conditions.

Whenever any portion of the Work is to be performed for Contractor by a Subcontractor, Contractor shall have identified in writing, and given to Owner prior to the Notice of Award, those portions of the Work that Contractor proposes to subcontract. After the Notice of Award, Contractor may only subcontract portions of the Work with Owner's written consent.

Article 5. CHANGES IN THE WORK

The amount of any increases or decreases in the Contractor's Fee which results from a Change Order shall be set forth in the applicable Change Order. No increases or decreases in the Contractor's Fee will be allowed without an approved Change Order.

Article 6. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Conditions. The Applications for Payment will indicate the amount of the Contractor's Fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications of Payment as recommended by Engineer. All such payments shall be subject to the limitations of the Proposal Schedule.

All such payments will be on the basis of the progress of the Work measured by the Schedule of values provided for in the General Conditions.

Payments prior to Final Payment shall be in an amount equal to 90% of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the schedule of values provided for in the General Conditions.

- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, the Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, the Contractor makes the following representations:

- 7.1 Contractor has become familiar with the nature and extent of the Contract Documents, work locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

Article 8. ACCOUNTING RECORDS

Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to Owner. Contractor shall preserve all such documents for a period of three (3) years after the final payment by Owner.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the Agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 9.1 This Agreement (pages V-1 through V-18, inclusive).
- 9.2 Performance and other Bonds.
- 9.3 Notice of Award.
- 9.4 *Wyoming Public Works Standard Specifications* - 2015 Edition, with amendments.
- 9.5 General Conditions (pages VI-1 through VI-33, inclusive).
- 9.6 Supplementary Conditions (pages VII-1 through VII-4 inclusive).
- 9.7 Special Provisions included with this project manual.
- 9.8 Drawings consist of sheets: Cover and I through I 18 with each sheet bearing the following general title: Iron Mountain Road Paving and Widening.
- 9.9 Any addenda to the Notice to Bidders.

- 9.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may be altered, amended, or repealed only by a Modification (as defined in the General Conditions).

Article 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by the law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 Owner and Contractor each bind themselves their partners, successors, assigns and legal representatives to the other party hereto, and the partners, successors, assigns and legal representatives of the other party, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 Retention of Records: Contractor agrees to retain all required records for three (3) years after Owner makes final payment and all other matters relating to the Agreement are concluded. Contractor agrees to permit access by the Owner or any of its duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by Contractor under this contract shall be considered the property of the Owner and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the Owner, will be turned over to the Owner.
- 10.5 Independent Contractor: The services to be performed by Contractor are those of an independent contractor and not as an employee of Owner. Contractor will be treated as an independent contractor for federal tax filing purposes. Contractor assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. Contractor is free to perform the same or similar services for others.

- 10.6 Acceptance Not Waiver: Owner approval of the reports, and Work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for the technical accuracy of the Work. Owner approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 10.7 Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Owner is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- 10.8 Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Contractor and to Owner in executing this Agreement. This provision is not intended nor shall it be construed to waive Owner's governmental immunity as provided in this Agreement.
- 10.9 Contingencies: Contractor certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- 10.10 Discrimination: All parties agree they will not discriminate against any person who performs Work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- 10.11 ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.
- 10.12 Governmental/Sovereign Immunity: Owner does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this Agreement. Further, Owner fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- 10.13 Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create

such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

- 10.14 Conflict of Interest: Owner and Contractor affirm, to their knowledge, no Contractor employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Contractor, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- 10.15 Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, acts of God or public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- 10.16 Limitation on Payment: Owner's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Contractor the Agreement may be terminated by Owner at the end of the period for which funds are available. Owner shall notify Contractor at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if Owner knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Owner in the event this provision is exercised, and Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Owner to terminate this Agreement in order to acquire similar services from another party.
- 10.17 Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- 10.18 Compliance with Law: Contractor shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed and identified by Owner, or by Engineer on Owner's behalf, and Contractor.

This Agreement is effective the date first written above on page V-1.

OWNER: Laramie County

BY: K. M. Buck Holmes

TITLE: Chair Laramie Co. Commissioners

ATTEST: Debra K. Jee
TITLE: County Clerk

Address for giving Notices:

13797 Prairie Center Circle
Cheyenne, Wyoming 82009

CONTRACTOR: JTL Group, Inc.
dba Knife River

BY: Joseph D. Wiesen

TITLE: Wyoming President/General Manager

(Corporate Seal)

ATTEST: _____

TITLE: _____

Address for giving Notices:

Knife River
PO Box 20150
Cheyenne, WY 82003-7003

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

[Signature]

**LARAMIE COUNTY
PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

1. Signature of principal must be affixed to the bond.
2. Signature of principal must be witnessed.
3. Name of principal must be witnessed.
4. The legal capacity of the principal must be stated in the caption of the bond (i.e., corporation, partnership or sole proprietorship).
5. If the principal is jointly owned, all Owners must sign the bond.
6. If the principal is a partnership, at least two partners must sign the bond.
7. Signature of the attorney-in-fact acting on behalf of the surety company must appear on the bond.
8. The surety's seal must be affixed to the signature of the attorney-in-fact (Facsimile seals are NOT acceptable).
9. The bond must contain the signature and address of a resident agent of the surety company, qualified to do business in the State of Wyoming.
10. Power of Attorney/Acknowledgment of Surety must be signed, sealed and dated with the same date as execution of bond.
11. Date of written Agreement and date of bond must be the same. Post-dated bonds are not acceptable.
12. Bond form must be completely executed. Bonds with blank spaces, including dates, are not acceptable.
13. The bond must be accompanied by a properly executed authorization of Power of Attorney.

CORPORATE PRINCIPALS ONLY:

14. The person signing on behalf of the corporate principal must state his/her legal capacity and he/she must be either the president or the vice-president if it is a corporation. If the officer or person signing on behalf of the corporate principal is other than the president or vice-president, there must be attached to the bond a resolution or certified evidence of authority that such officer or person has authority to sign on behalf of the principal.

15. If the principal is a corporation, the signature of the principal must be witnessed or attested to by the secretary or assistant secretary of the corporation.
16. The corporate seal must be affixed to the signature of the principal. (Facsimile seals are NOT acceptable).
17. Each party is required to sign his or her own name.
18. All changes or strike-throughs must be initialed by the resident agent or attorney-in-fact of the surety. The surety must be notified of such changes.

EXAMPLE OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto Laramie County, 310 West 19th Street, Cheyenne, Wyoming, 82001, hereinafter called Owner, in the penal sum of: _____ Dollars (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of the Iron Mountain Road Paving and Widening project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions, and agreements, of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one (1) year guaranty period, and if the principal shall satisfy all the claims and demands incurred under such contact, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the to Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

(Witness)

(Principal)

By: _____

(Title)

(Address)

(Witness)

(Surety)

By: _____

(Attorney-in-fact)

Countersigned:

(Address)

By: _____
(Wyoming Registered Agent)

(Address)

NOTE: Date of Bond must be same as date of Contract. If Contractor is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Wyoming.

CONTRACTOR'S CERTIFICATION OF COMPLETION

TO: _____

DATE: _____

PROJECT: _____

JOB NO. _____

CONTRACT NO. _____

ATTN: Resident Project Rep.

OWNER: Laramie County, Wyoming

FROM:

(Firm or Corporation)

This is to certify that I, _____ am an authorized official of _____
_____ working in the capacity of _____
and have been properly authorized by said firm or corporation to sign the following statements pertaining
to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described
above has been performed, and materials used and installed in every particular, in accordance with, and in
conformity to, the contract drawings and specifications.

The contract work is now complete, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance
thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the
guarantee provisions of the contract documents.

BY: _____

TITLE: _____

FOR: _____

DISTRIBUTION:

1. Project Manager
2. Field Office
3. File

CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: _____

Location: _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named Contract between the Owner and the Contractor, the following named surety:

On the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix corporate
seal here)

TITLE _____

FINAL WAIVER OF LIEN

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by (A) _____
to furnish labor and materials for (B) _____ work,
under a contract (C) _____
for the improvement of the premises described as (D) _____
in Laramie County, State of Wyoming of which Laramie County is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____ for and
in consideration of the sum of (E) _____
Dollars paid simultaneously herewith, the receipt whereof is hereby
acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or
claim of lien with respect to and on said above-described premises, and the improvements thereon, and on
the monies or other considerations due or to become due from the Owner, on account of labor, services,
material, fixture, apparatus or machinery heretofore or which may hereafter be furnished by the
undersigned to or for the above described premises by virtue of said contract.

(F) _____ (SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate
seal here)

_____ (SEAL)
(Signature of Authorized Representative)

TITLE: _____

INSTRUCTIONS FOR FINAL WAIVER:

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

AFFIDAVIT OF RELEASE OF LIENS

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____
to furnish labor and materials for _____
_____ work, under a contract
_____ for the improvement
of the property described as _____
_____ in Laramie County, in the State of Wyoming, of which Laramie County is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____,

The undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Exceptions: (if none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers.

CONTRACTOR: _____(SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate seal here) _____(SEAL)
(Signature of Authorized Representative)

TITLE: _____

AFFIDAVIT OF PAYMENT

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____
to furnish labor and materials for _____
_____ work, under a contract
_____ for the improvement of the
property described as _____
_____ in Laramie County, State of Wyoming of which Laramie
County is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____.

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

CONTRACTOR: _____ (SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate
seal here)

(Signature of Authorized Representative)

TITLE: _____

CONTRACT PAYMENT REQUEST

DATE: _____

LARAMIE COUNTY - CONTRACT PAYMENT REQUEST

PROJECT: IRON MOUNTAIN ROAD PAVING AND WIDENING

CONTRACTOR: _____

CONTRACT PAYMENT REQUEST NUMBER: _____

The present status of the account for this contract is as follows:

Original Contract Amount \$ _____

Net Change by Change Orders to Date \$ _____

Current Contract Amount \$ _____

Total Completed to Date \$ _____

Less 10% Retainage \$ _____

Total Earned Less Retainage \$ _____

Less Previous Payments \$ _____

Total Payment Due \$ _____

DATE RECEIVED BY ENGINEER: _____

In the opinion of the Engineer, this estimate is complete and correct and conforms in all material respects with the requirements of the contract and payment is recommended:

RECOMMENDED BY: _____

ENGINEER - PROJECT MANAGER

Date

REQUESTED BY: _____

CONTRACTOR

Date

AUTHORIZED BY: _____

LARAMIE COUNTY REPRESENTATIVE

Date

PURCHASE ORDER FOR RESTAKING OF CONSTRUCTION SURVEYING

PROJECT: IRON MOUNTAIN ROAD PAVING AND WIDENING

DATE: _____

FROM: _____ TITLE: _____

SENT: ☐ Fax (307-778-8010) ☐ Email ☐ Other _____

Description and location of requested restaking: _____

RECEIVED BY: _____ DATE: _____

ESTIMATED COST TO RESTAKE: _____
(to be completed by BenchMark Engineers, P.C.)

ACCEPTED BY: _____ TITLE: _____

Contractor

DATE: _____

ITEMIZED BID SHEET

PROJECT: Iron Mountain Road Paving and Widening

PAVE FROM GERONIMO TO WHITNEY, WIDEN FROM POWDERHOUSE TO GERONIMO WITH OVERLAY
(1 OF 2)

BASE BID - Revised 5/7/18

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 86,300.10	\$ 86,300.10
2	Bonds and Insurance	LS	1	\$ 6,753.00	\$ 6,753.00
3	Traffic Control and Site Safety	LS	1	\$ 103,350.00	\$ 103,350.00
4	Quality Control Testing	LS	1	\$ 12,750.00	\$ 12,750.00
5	Remove Culvert	LF	720	\$ 26.00	\$ 18,720.00
6	Remove Asphalt Pavement	SY	3,000	\$ 3.55	\$ 10,650.00
7	Remove Signs (Street Signs for Resetting on Stop Signs)	EA	8	\$ 47.80	\$ 382.40
8	Remove and Reset Signs	EA	15	\$ 47.80	\$ 717.00
9	Remove and Reset Mailboxes	EA	101	\$ 120.25	\$ 12,145.25
10	Remove Fencing (wire)	LF	10,580	\$ 0.35	\$ 3,703.00
11	Remove Delineators	LS	1	\$ 3,187.50	\$ 3,187.50
12	Transition Section (intersecting road)	EA	1	\$ 2,465.00	\$ 2,465.00
13	Topsoil (Strip and Re-grade)	LS	1	\$ 15,525.00	\$ 15,525.00
14	Unclassified Excavation (West)	CY	1,610	\$ 9.75	\$ 15,697.50
15	Unclassified Excavation (East)	CY	18,600	\$ 4.50	\$ 83,700.00
16	Crushed Base, Grading W (approaches)	Ton	220	\$ 28.15	\$ 6,193.00
17	Crushed Base, Grading W	Ton	22,470	\$ 16.65	\$ 374,125.50
18	Plant Mix Bit. Pavement, 1.5" Overlay	Ton	1,600	\$ 66.00	\$ 105,600.00
19	Plant Mix Bit. Pavement 3" (West)	Ton	1,640	\$ 73.00	\$ 119,720.00

BASE BID - Revised 5/7/18
PAVE FROM GERONIMO TO WHITNEY, WIDEN FROM POWDERHOUSE TO GERONIMO WITH OVERLAY
(2 OF 2)

20	Plant Mix. Bit. Pavement 4" (East)	Ton	12,020	\$66.00	\$793,320.00
21	Asphalt Patching	SY	12	\$49.00	\$588.00
22	18" CMP Culvert	LF	1,580	\$48.25	\$76,235.00
23	24" CMP Culvert	LF	68	\$63.00	\$4,284.00
24	18" CMP FES	EA	54	\$267.50	\$14,445.00
25	24" CMP FES	EA	2	\$489.00	\$978.00
26	Delineators, Type IC	EA	99	\$37.45	\$3,707.55
27	Delineators, Type IIA	EA	68	\$42.25	\$2,873.00
28	Delineators, Type IR	EA	56	\$37.45	\$2,097.20
29	New Sign (single post)	EA	9	\$69.10	\$621.90
30	Dryland Seed	Acre	1.95	\$1,750.00	\$3,412.50
31	Striping, Edge, 4" White	MI	6.20	\$695.00	\$4,309.00
32	Striping, Centerline, 4" Yellow	MI	3.08	\$1,390.00	\$4,281.20
33	New Fence, Type G, 5-strand barbwire, wood posts (at right-of-way)	LF	10,610	\$2.00	\$21,220.00
34	New Fence, Type F, 4-strand barbwire, wood posts (at Construction Easements)	LF	4,700	\$1.95	\$9,165.00
35	Force Account	\$	35,000	\$1.00	\$35,000.00
				Total Base Bid:	\$1,958,221.60

Signature of Bidder: *Joseph D. Wiesen* Company Name: JTL Group, Inc dba Knife River

Print Name: Joseph D. Wiesen Date: 5/8/18

Note: The Owner reserves the right to reduce quantities or eliminate items listed on the bid schedule in order for the project to meet the budget.

ADD ALTERNATE A - Revised 5/7/18
WIDEN FROM YELLOWSTONE TO POWDERHOUSE
(1 OF 2)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
36	Mobilization	LS	1	\$14,737.00	\$14,737.00
37	Bonds and Insurance	LS	1	\$500.00	\$500.00
38	Traffic Control and Site Safety	LS	1	\$27,525.00	\$27,525.00
39	Quality Control Testing	LS	1	\$2,975.00	\$2,975.00
40	Remove Culvert	LF	460	\$20.25	\$9,315.00
41	Remove Asphalt Pavement	SY	6,130	\$3.00	\$18,390.00
42	Remove and Reset Signs	EA	6	\$47.80	\$286.80
43	Remove and Reset Mailboxes	EA	18	\$95.65	\$1,721.70
44	Remove Delineators	LS	1	\$1,062.50	\$1,062.50
45	Transition Section (mainline road)	EA	1	\$1,040.00	\$1,040.00
46	Transition Section (intersecting road)	EA	2	\$525.00	\$1,050.00
47	Topsoil (Strip and Re-grade)	LS	1	\$3,840.00	\$3,840.00
48	Unclassified Excavation (West)	CY	5,400	\$9.55	\$51,570.00
49	Crushed Base, Grading W (approaches)	Ton	140	\$31.80	\$4,452.00
50	Crushed Base, Grading W	Ton	8,360	\$13.50	\$112,860.00
51	Plant Mix Bit. Pavement, 1.5" Overlay	Ton	3,760	\$66.00	\$248,160.00
52	Plant Mix Bit. Pavement 3" (West)	Ton	3,790	\$73.00	\$276,670.00
53	Asphalt Patching	SY	70	\$44.30	\$3,101.00
54	18" CMP Culvert	LF	600	\$48.25	\$28,950.00
55	18" CMP FES	EA	19	\$267.50	\$5,082.50
56	Delineators, Type IC	EA	61	\$37.45	\$2,284.45

ADD ALTERNATE A - Revised 5/7/18
WIDEN FROM YELLOWSTONE TO POWDERHOUSE
(2 OF 2)

57	Delineators, Type IIA	EA	46	\$42.25	\$1,943.50
58	Delineators, Type IR	EA	20	\$37.45	\$749.00
59	Dryland Seed	Acre	1.50	\$1,750.00	\$2,625.00
60	Striping, Edge, 4" White	MI	3.90	\$695.00	\$2,710.50
61	Striping, Centerline, 4" Yellow	MI	1.99	\$1,390.00	\$2,766.10
62	Force Account	\$	20,000	\$1.00	\$20,000.00
Total Alternate A Bid:					\$846,367.05

Total Base + Alternate A: **\$2,804,588.65**

Signature of Bidder: *Joseph D. Wiesen* Company Name: *JTL Group Inc. dba Knife River*

Print Name: Joseph D. Wiesen Date: 5/8/18

Note: The Owner reserves the right to reduce quantities or eliminate items listed on the bid schedule in order for the project to meet the budget.

ADD ALTERNATE B
OVERLAY FROM YELLOWSTONE TO POWDERHOUSE
(1 OF 1)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
63	Mobilization	LS	1	\$3,900.00	\$3,900.00
64	Bonds and Insurance	LS	1	\$531.25	\$531.25
65	Traffic Control and Site Safety	LS	1	\$21,150.00	\$21,150.00
66	Quality Control Testing	LS	1	\$1,000.00	\$1,000.00
67	Transition Section (mainline road)	EA	1	\$1,092.50	\$1,092.50
68	Plant Mix Bit. Pavement, 1.5" Overlay	Ton	1,750	\$66.00	\$115,500.00
69	Striping, Edge, 4" White	MI	3.90	\$695.00	\$2,710.50
70	Striping, Centerline, 4" Yellow	MI	1.99	\$1,390.00	\$2,766.10
71	Force Account	\$	10,000.00	\$1.00	\$10,000.00
Total Alternate B Bid:					\$158,650.35

Total Base + Alternate B: **\$2,116,871.95**

Signature of Bidder: Joseph D. Wieser Company Name: JTB Group Inc. dba Knife River

Print Name: Joseph D. Wieser Date: 5/8/18

Note: The Owner reserves the right to reduce quantities or eliminate items listed on the bid schedule in order for the project to meet the budget.

LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS				
Work	Subcontractor or Material Supplier	City, State	% of Work	
Earthwork	Carr Construction	Casper, WY	3	
Traffic Control	WSB	Frederick, CO	8.2	
Striping	American Striping	Denver, CO	1.2	
Testing	Ingberg/Miller	Cheyenne, WY	.77	
Seeding	Professional Landscape	Cheyenne, WY	2.6	
Fencing	YM Fencing	Cheyenne, WY	1.3	
Pipe Supply	Big R bridge	Greeley, CO		

Note: A list of subcontractors and material suppliers proposed for this project shall be completed and submitted with the bid.
Use additional sheets if necessary.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That JTL Group, Inc. dba Knife River
(Name of Contractor)

P.O. Box 20150, Cheyenne, WY 82001
(Address of Contractor)

a Corporation, hereinafter called Principal, and

Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto Laramie County, 310 West 19th Street, Cheyenne, Wyoming, 82001, hereinafter called Owner, in the penal sum of: Two Million Nine Hundred Sixty Three Thousand Two Hundred Thirty Nine and 00/100 Dollars (\$2,963,239.00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 14th day of May, 2018, a copy of which is hereto attached and made a part hereof, for the construction of the Iron Mountain Road Paving and Widening project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms and conditions, and agreements, of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one (1) year guaranty period, and if the principal shall satisfy all the claims and demands incurred under such contact, and shall fully indemnify and save harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the to Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Shannon Shinn
(Witness)


(Principal)

By:

President

(Title)

(Address)


(Witness)

(Surety)

By(

(Attorney-in-fact)

(Address)


(Address)

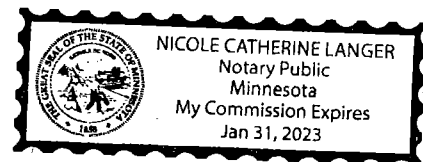
V-11

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 14th day of May 2018, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.


Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7796072

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian D. Carpenter; Craig Olmstead; Heather R. Goedtel; Jessica Hoff; Jill N. Swanson; Laurie Pflug; Michelle Halter; Nicole Langer

all of the city of Minneapolis, state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of June, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Heather R. Goedel of Minneapolis, Minnesota**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **May**, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: contract.reviewCSS@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102299309-CHEY-GAXW-18-19	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Ins Co INSURER B: Associated Electric & Gas Ins Services Ltd INSURER C: Liberty Insurance Corporation INSURER D: INSURER E: INSURER F:
INSURED JTL Group, Inc. dba Knife River PO Box 20150 Cheyenne, WY 82003	NAIC # 23035 3190004 42404

COVERAGES

CERTIFICATE NUMBER:

CHI-008985440-01

REVISION NUMBER: 16

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		TB2-641-005097-048	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AI2-641-005097-058	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		XL5063407P	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	WA7-64D-005097-018 (AOS) "Includes Stop Gap Coverage"	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Iron Mountain Road Paving and Widening, Cheyenne, Laramie County, WY

Laramie County, WY its officers, officials, employees, and volunteers is/are included as additional insured under general liability per the attached CG 2010 and CG 2037 endorsements and does not include professional liability coverage. Blanket Additional Insured for Automobile Liability is included per attached designated Insured Endorsement CA 20 48. Primary and Non-Contributory applies for General Liability per CG 20 01 attached.

CERTIFICATE HOLDER

CANCELLATION

Laramie County, WY 310 W. 19th St. Cheyenne, WY 82001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
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Policy Number **AI2-641-005097-058**
Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

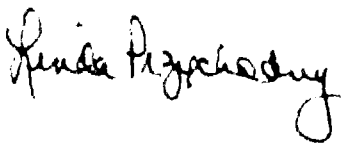
BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
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Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule of certificate holders on file with the Company	Per schedule of certificate holders on file with the Company	90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

This policy will be primary and non-contributory to any like insurance available to the person or organization noted above.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations for whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

John H. [Signature]

Policy Number **TB2-641-005097-048**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

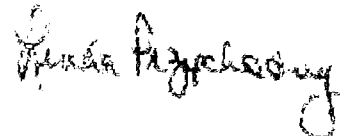
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule of certificate holders on file with the Company		90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

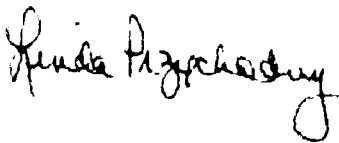
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Alaska, Kentucky and New jersey

Schedule

Where required by contract or written agreement prior to loss and allowed by law



Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-64D-005097-018

Effective Date 01/01/2018

Premium \$ Inc

Issued to: Centennial Energy Holdings, Inc.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/10/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400		PHONE (A/C, No. Ext):		COMPANY Zurich American Insurance Co	
CN102299309--BR117-18-19					
FAX (A/C, No):		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:					
INSURED JTL Group, Inc. dba Knife River PO Box 20150 Cheyenne, WY 82003		LOAN NUMBER		POLICY NUMBER CPP3704500-16	
		EFFECTIVE DATE 01/01/2018		EXPIRATION DATE 01/01/2019	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Re: Iron Mountain Road Paving and Widening, Cheyenne, Laramie County, WY, Contract Amount: \$2,804,588.65.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk Blanket Real and Personal Property including Boiler Machinery, earthquake, flood and wind perils.	25,000,000	25,000
Leased/Rented Contractor's Equipment (\$2,500,000 per item, \$5,000,000 per occurrence)	5,000,000	25,000
Builder's Risk/Installation (See Attached)	25,000,000	5,000

REMARKS (Including Special Conditions)

Laramie County, WY its officers, officials, employees, and volunteers is/are included as additional insured and loss payee where required by written contract. Waiver of subrogation is applicable where required by written contract.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CHI-008985495-01

NAME AND ADDRESS Laramie County, WY 310 W. 19th St. Cheyenne, WY 82001	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/>	LOSS PAYEE
	<input type="checkbox"/>	MORTGAGEE	<input checked="" type="checkbox"/>	WoS		
	LOAN #					
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>					



Matthew H. Mead
Governor

State of Wyoming
Department of Workforce Services
THE DIVISION OF WORKERS' COMPENSATION
1510 East Pershing Boulevard
Cheyenne, WY 82002
<http://www.wyomingworkforce.org>



John Cox
Director
John Ysebaert
Deputy Director

Recipient:

Employer:

LARAMIE COUNTY COMMISSIONERS
Attn:
310 W. 19TH ST.
CHEYENNE, WY 82001

J T L GROUP INC
PO BOX 30238
BILLINGS, MT
59107-0238

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 5/10/2018

EXPIRATION DATE: 5/10/2019

Job Reference: Iron Mountain Road Paving and Widening

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date. Sole proprietors and partners are not eligible for coverage under the Wyoming Workers' Compensation Act if they do not employ regular employees.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation



Matthew H. Mead
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278



John Cox
Director
John Ysebaert
Deputy Director

LARAMIE COUNTY COMMISSIONERS

310 W. 19TH ST.
CHEYENNE, WY 82001

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 31016
ONLY VALID AS ISSUED TO: LARAMIE COUNTY COMMISSIONERS
EFFECTIVE DATE: 5/10/2018
EXPIRATION DATE: 5/10/2019

PROJECT: Iron Mountain Road Paving and Widening

A review of the Division files indicates that J T L GROUP INC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use J T L GROUP INC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

J T L GROUP INC
PO BOX 30238
BILLINGS, MT 59107-0238